

LICENSED EMPLOYEE GROUP INSURANCE BENEFITS

Licensed employees shall be eligible for group insurance and health benefits. The board shall select the group insurance program and the insurance company which will provide the program.

Full-time licensed employees shall be eligible to participate in the health and major medical, life, and long-term disability group insurance plans. Regular part-time employees who wish to purchase insurance coverage may participate in group insurance programs by meeting the requirements of the insurer. Full-time and regular part-time licensed employees who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Licensed employees and their spouse and dependents may be allowed to continue coverage of the school district's group health insurance program if they cease employment with the school district by meeting the requirements of the insurer.

This policy statement does not guarantee a certain level of benefits. The board shall have the authority and right to change or eliminate group insurance programs for its licensed employees.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the group insurance benefits of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.9; 85; 85B; 279.12, .27; 509; 509A; 509B (2005).

Cross Reference: 405.1 Licensed Employee Defined

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for licensed employees' tax sheltered annuity premiums purchased from any company the employee chooses or through an Iowa-licensed salesperson selected by the employee.

Licensed employees wishing to have payroll deductions for tax sheltered annuities shall make a written request to the superintendent.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the tax sheltered annuities of such employees shall be followed.

Legal Reference: Small Business Job Protection Act of 1996, Section 1450(a), repealing portions of IRS REG § 1.403(b)-1(b)(3).
Iowa Code §§ 20.9; 260C; 273; 294.16 (2005).
1988 Op. Att'y Gen. 38.
1976 Op. Att'y Gen. 462, 602.
1966 Op. Att'y Gen. 211, 220.

Cross Reference: 706 Payroll Procedures

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Reviewed November 2010

Revised _____

LICENSED EMPLOYEE RESIGNATION

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.13, .19A (2005).

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407 Licensed Employee Termination of Employment

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE CONTRACT RELEASE

Licensed employees who wish to be released from an executed contract must give at least twenty-one days notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board shall have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract shall be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board the cost of advertising incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs shall be a condition for release from the contract at the discretion of the board. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court.

The superintendent is authorized to file a complaint with the Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

Legal Reference: Iowa Code §§ 216; 272; 279.13, .19A, .46 (2005).
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 405.3 Licensed Employee Individual Contracts
405.4 Licensed Employee Continuing Contracts
407.3 Licensed Employee Retirement
407.4 Licensed Employee Early Retirement

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE RETIREMENT

Licensed employees who will complete their current contract with the board may apply for retirement. No licensed employee will be required to retire at a specific age.

Application for retirement will be considered made when the licensed employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It shall be within the discretion of the board to determine whether special circumstances exist.

Board action to approve a licensed employee's application for retirement shall be final and such action constitutes nonrenewal of the employee's contract for the next school year.

Licensed employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System.

Licensed employees and their spouse and dependents shall be allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

Legal Reference: Iowa Code §§ 97B; 216; 279.46 (2005).
581 I.A.C. 21.
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 401.14 Recognition for Service of Employees
407.4 Licensed Employee Early Retirement

Approved December 2010

Reviewed November 2010

Revised _____

CERTIFICATED VOLUNTARY EARLY RETIREMENT

The New Hampton Board of Education offers an early retirement plan for full-time teachers and administrators. The purpose of an early retirement plan is to provide teachers/administrators the opportunity to retire prior to age sixty-five (65). **This benefit is available from 1-10-2012 through 2-3-2012.**

Eligibility for voluntary early retirement is based on the following criteria for teachers/administrators who:

- 1) have reached age 55 or will reach age 55 on or before June 30, 2012, and
- 2) have completed at least 15 years of service to the New Hampton Community School District, and
- 3) submit an application for this program, together with a written request for acceptance of resignation (to become effective upon completion of duties for the current school year) on or before April 8 of the current school year, and
- 4) have their request for resignation and participation in this program approved by the Board of Education.

Approval of the accompanying request for resignation will be considered as final action of the employee's voluntary resignation and will constitute termination of his/her continuing contract at the date specified in the request.

An employee who elects to participate in this program will become a retired teacher/administrator and will be entitled to all rights and privileges of such a retiree under applicable law and policies of the New Hampton Board of Education.

Upon retirement teachers/administrators will be eligible to continue participation in the district's group health insurance program (subject to carrier contract requirements and all payment of premium requirements of the Board of Education). **The school district will contribute up to \$500 per month for teachers or up to \$500 per month for administrators toward the health insurance premium for each month of time prior to the retiree's 65th birthday.** All remaining premiums or portions thereof shall be the responsibility of the retiree and payments shall be made in a timely manner to the Board of Education. *(This insurance coverage will cease when the licensed employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue, but not the benefit, beyond the employee's/retiree's sixty-fifth birthday until the dependent reaches age sixty-five.)*

Application materials are to be addressed to the Superintendent of Schools.

Failure of the Board to approve the teacher's/administrator/s early retirement application shall make the certified employee's current contract with the Board continue in full force and effect.

Additional Conditions:

A. The adoption of this policy shall not vest any rights in any employee whether or not the employee is currently eligible for early retirement. The Board shall have the complete discretion to amend or repeal this policy at any time when in the judgment of the Board the District no longer realizes economic benefits from this policy or otherwise determines that the policy is not in the best interests of the District. Provided the Board will review this procedure at the end of each year to determine whether to amend or repeal. Furthermore, the District shall not be obligated to provide any of the benefits to any employee after the date of such amendment or repeal, except to those employees whose early retirement pursuant to this policy has commenced prior to the amendment or repeal.

B. An employee who elects to participate in the District's early retirement program will become a retired employee and will be entitled to all rights and privileges of an employee under applicable law and policies of the New Hampton Board of Education; however, employees who elect to participate in this program shall not be eligible to be rehired in any capacity with the New Hampton Community School District which includes benefits; nor shall the New Hampton Community School District be required to accept an application for employment from an employee who elects to participate in the District's early retirement program with benefits. With the sole discretion of the Superintendent, the District may employ persons who elected to participate in the District's early retirement program as substitute teachers or other part-time or temporary employees. Each employee who elects to participate in the District's early retirement program must specifically agree to hold the District harmless and indemnify it if the employee attempts to submit an employee application or otherwise attempts to be reemployed with the District.

Legal Reference: 26 U.S.C. §162.
29 U.S.C. §621, et seq.
42 U.S.C. §2000e-11.
Iowa Code §§97B, 279.46, 601A (1991).
370 Iowa Admin. Code 8.
1974 Op. Att'y Gen. 11, 322.
1978 Op. Att'y Gen. 247.

Cross Reference: Certified Personnel Retirement

Approved 1-9-12 Reviewed 12-12-11 Revised 12-12-11

NEW HAMPTON COMMUNITY SCHOOL DISTRICT

AGREEMENT/WAIVER AND RELEASE

In consideration for the benefits that are being provided under the New Hampton Community School District's Early Retirement Policy the undersigned releases and waives all claims, whether known or unknown, arising out of or in the course of the employment relationship between the undersigned and the New Hampton Community School District; and specifically releases and waives any and all claims whether known or unknown with regard to breach of contract, Title VII, Age Discrimination in Employment Act (ADEA) claims, Older Workers Benefit Protection Act (OWBPA) claims, or any other claim of discrimination whether based on age or otherwise that the employee could claim against the District at the time of signing.

The New Hampton Community School District makes no representations regarding the legality or regulatory compliance of its plan. This release and waiver will apply to the New Hampton Community School District, its agents, and others including its officers, directors, representatives, administrators, staff, and employees.

The undersigned agrees that this release and waiver in no way can be used against the New Hampton Community School District as an admission of liability of any kind. Furthermore, the undersigned agrees to indemnify and hold the district harmless for any breach of this agreement to release and waive claims whether known or unknown against the New Hampton Community School District.

The parties agree that if any clause of this agreement is found to be invalid it shall not affect the validity of other provisions. This document contains the entire agreement between the parties and can only be modified by a subsequent written agreement. The undersigned acknowledges that his/her signature is given voluntarily and without threat or promise of additional benefit in consideration for the signature other than the consideration listed in this agreement. The undersigned acknowledges that he/she was advised of the right to consult an attorney regarding the terms and conditions and the benefits that will be provided through the Early Retirement Policy and this Release and Waiver. Furthermore, the parties acknowledge that the undersigned has a right to revoke this agreement/waiver and release without recourse for a period of 7 days following the execution of this release and waiver. Any payments or benefits provided for in this agreement/waiver and release will not commence prior to the expiration of the seven (7) day waiting period.

IN WITNESSETH WHEREOF, the parties have set their respective hand this _____ day of _____, 2012.

Employee

Board President

Approved 1-9-12

Reviewed 12-12-11

Revised 12-12-11

NEW HAMPTON COMMUNITY SCHOOL DISTRICT
Early Retirement Program

AGREEMENT AND COVENANT TO NOT APPLY

I, the undersigned, agree by this covenant to not apply for employment in the New Hampton Community School District at any time in the future. Consideration for this covenant and agreement is the payment by the New Hampton Community School District of the early retirement benefits at the level of benefit elected by the undersigned. The effect of this agreement and covenant is to prevent the undersigned from making an application in the future for employment and when denied that employment, making a claim that the District discriminated by virtue of age, race, religion, creed, color, national origin, sex, or disability, by not rehiring the undersigned.

The undersigned further acknowledges and understands that this covenant is part of the early retirement program in the New Hampton Community School District.

Dated this _____ day of _____, 2012.

Signature _____
(Retiring Employee)

Approved 1-9-12 Reviewed 12-12-11 Revised 12-12-11

NEW HAMPTON COMMUNITY SCHOOLS
NEW HAMPTON, IOWA

TO: Superintendent of Schools
New Hampton Community School District

FROM: _____

RE: Application for participation in the voluntary early retirement program

I hereby submit my formal application for participation in the voluntary early retirement program. This action is taken in accordance with all requirements of Board of Education Policy (Voluntary Early Retirement).

My request for approval of release from my continuing contract with the district is attached and is made a part of this application. It is my understanding that my application and request for approval of resignation will be acted upon simultaneously by the Board of Education.

(Signature)

(Date)



Board of Education Action

_____ Approved

_____ Not Approved

(Signature)

(Date)

Approved 1-9-12

Reviewed 12-12-11

Revised 12-12-11

LICENSED EMPLOYEE SUSPENSION

Licensed employees shall perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a licensed employee pending board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a licensed employee with or without pay.

In the event of a suspension, appropriate due process shall be followed.

Legal Reference: Northeast Community Education Association v. Northeast Community School District, 402 N.W.2d 765 (Iowa 1987).
McFarland v. Board of Education of Norwalk Community School District, 277 N.W.2d 901 (Iowa 1979).
Iowa Code §§ 20.7, .24; 279.13, .15-.19, .27 (2005).

Cross Reference: 404 Employee Conduct and Appearance
407 Licensed Employee Termination of Employment

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE REDUCTION IN FORCE

The board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the board.

The reduction in licensed employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the board may terminate licensed employees.

It shall be the responsibility of the superintendent to make a recommendation for termination to the board. The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance;
- Qualifications for co-curricular programs; and
- Number of continuous years of service to the school district. This will be considered only when the foregoing factors are relatively equal between licensed employees.

Due process for terminations due to a reduction in force shall be followed.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding the reduction in force of such employees shall be followed.

Legal Reference: Iowa Code §§ 20.7, .24; 279.13, .15-.19, .27 (2005).

Cross Reference: 407.5 Licensed Employee Suspension
413.5 Support Employee Reduction in Force
703 Budget

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent shall have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

The requirements stated in the Master Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Legal Reference: Iowa Code § 279.8 (2005).
281 I.A.C. 12.7.

Cross Reference: 405.10 Licensed Employee Organization Affiliation
414.10 Support Employee Professional Purposes Leave

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE PUBLICATION OR CREATION OF MATERIALS

Materials created by licensed employees and the financial gain therefrom shall be the property of the school district if school materials and time were used in their creation and/or such materials were created in the scope of the licensed employee's employment. The licensed employee must seek prior written approval of the superintendent concerning such activities.

Legal Reference: Iowa Code § 279.8 (2005).

Cross Reference: 401.3 Employee Conflict of Interest
606.6 Student Production of Materials and Services

Approved December 2010

Reviewed November 2010

Revised _____

LICENSED EMPLOYEE TUTORING

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent.

Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference: Iowa Code §§ 20.7; 279.8 (2005).

Cross Reference: 401.3 Employee Conflict of Interest
402.7 Employee Outside Employment

Approved January 2011

Reviewed December 2010

Revised _____

